

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 21 TO LEASE NO. GS-11P-LVA01970
ADDRESS OF PREMISES 2451 Crystal Drive Arlington, VA 22202-4804	PDN Number:

THIS AMENDMENT is made and entered into between **Fifth Crystal Park Associates Limited Partnership** whose address is c/o JBGS/OP Management Services L.L.C
 4445 Willard Avenue, Suite 400
 Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

Pursuant to the following terms and conditions, the Lease shall be extended for forty-eight (48) months commencing on April 1, 2020 and expiring on March 31, 2024.

1. Extension Term: This Lease Amendment (LA #21) is issued to extend the above referenced lease effective April 1, 2020 through March 31, 2024.
2. Leased Premises: The lease is being extended for the entire Leased Premises consisting of 61,256 BOMA rentable square feet (RSF) / 49,323 ANSI BOMA Office Area Square Feet (ABOA SF) of office space located on a portion of the first (1st) floor for 3,583 RSF / 3,088 ABOA SF, the entire second (2nd) floor for 31,791 RSF / 25,613 ABOA SF, and a portion of the third (3rd) floor for 25,882 RSF / 20,622 ABOA SF of the building known as 2451 Crystal Drive, located at 2451 Crystal Drive, Arlington, Virginia, per the attached "Exhibit #1 - Floor Plans". Also included in the Leased Premises are Fifty (50) permits for unreserved parking. Parking shall be provided in the garage that services the building complex.
3. Annual Rent: Effective April 1, 2020, the Government shall pay annual rent of (b) (4) consisting of (b) (4) for the office space plus \$120,000.00 for fifty (50) permits for unreserved parking. Rent shall be payable at the rate of \$249,919.33 per month in arrears. The annual rent does not include a tenant

This Lease Amendment contains 3 pages excluding Exhibits.

All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Fifth Crystal Park Associates Limited Partnership
 By: CESC Park Five Manager L.L.C.

Signature: (b) (6)
 Name: David Ritchey
 Title: Executive Vice President
 Date: 4/15/2020

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Sylvia H. Nicolas
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 4/20/2020

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

improvement allowance (TIA) or a building security amortized capital (BSAC). The annual rent is inclusive of an operating costs base and the applicable real estate tax base as stated below.

4. Operating Expenses: During the extension term, for the purpose of CPI adjustments required in Section 3.7 of SFO Number 06-019, the next operating cost adjustment shall be effective January 18, 2021 utilizing as a base, the current 2020 CPI adjusted operating expense base amount of (b) (4) included in the annual rent. Operating cost escalations shall continue without interruption during the Extension Term. This base amount for the operating costs is inclusive of the cost for the Lessor to provide daytime cleaning services for the entire premises.
5. Real Estate Taxes (RET): During the Extension Term, for the purpose of RET adjustments required in Sections 3.5 and 3.6 of SFO No. 06-019, RET adjustments shall continue to be processed without interruption as follows:
 - a) RET adjustments due for the Leased Premises located on the portion of the first (1st) floor and the entire second (2nd) floor shall continue to be processed using the established base year for the period covering January 18, 2008 through January 17, 2009 and the Government's percentage of occupancy for the portion of the Leased Premises on the first (1st) and second (2nd) floors shall continue to be (b) (4)
 - b) RET adjustments due for the Leased Premises located on a portion of the third (3rd) floor shall continue to be processed using the established base Calendar Year 2013 and the Government's percentage of occupancy for the portion of the Leased Premises on the third (3rd) floor shall continue to be (b) (4)
6. Alterations to the 3rd floor: Per this extension LA, Lessor shall be responsible for the cost to perform alterations to the 3rd floor Leased Premises in accordance with the attached "Exhibit #2 - Scope of Work", and "Exhibit #3 – 3rd Floor Alteration Plan". In the event the Government makes any changes to the work to be performed by the Lessor from that shown on the attached Scope of Work and 3rd Floor Alteration Plan, then the Government shall reimburse Lessor for all increased costs attributable to such changes.
7. Broker Commission and Commission Credit: CBRE, Inc. is the authorized real estate Broker representing the Government in connection with the Lease Extension. The total Commission amount has been established as (b) (4) due upon execution of this LA. Of this amount, only (b) (4) of the Commission will be payable by the Lessor to CBRE, Inc. The remaining balance of (b) (4) shall be applied as a one-time commission credit/abatement against rent due to the Lessor for the first month of the Extension Term as indicated below:

Rent due to Lessor for April 2020 shall be: \$206,733.85 = [\$249,919.33 - \$43,185.48].
8. Parking: In addition to the fifty (50) unreserved parking permits included in the Annual Rent paragraph above, at any time during the Extension Term, the Government shall be entitled to acquire up to thirteen (13) additional permits for unreserved parking in the garage that services the building complex.
9. Acceptance of Existing Conditions: Subject to the alterations to the 3rd floor referenced in Paragraph 6 above, the parties acknowledge and agree that the Leased Premises and the Building Shell conditions in the Building subject to the Building Shell Requirements of SFO #06-019 are accepted "as-existing". The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the Leased Premises. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the commencement of the Extension Term. The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing.
10. Cyclical Repainting and Recarpeting: The Lessor shall not be required to perform either cyclical repainting or cyclical carpet replacement during the Extension Term.
11. Government Owned Equipment: The Government shall continue to be responsible for the cost and expense to purchase, install, separately meter, operate, repair and maintain and replace both existing Government owned equipment, and Government equipment that may be installed in the future, including but not limited to above standard HVAC equipment for areas that routinely have extended hours of operation, for special purpose areas and for areas that have spot cooling requirements.

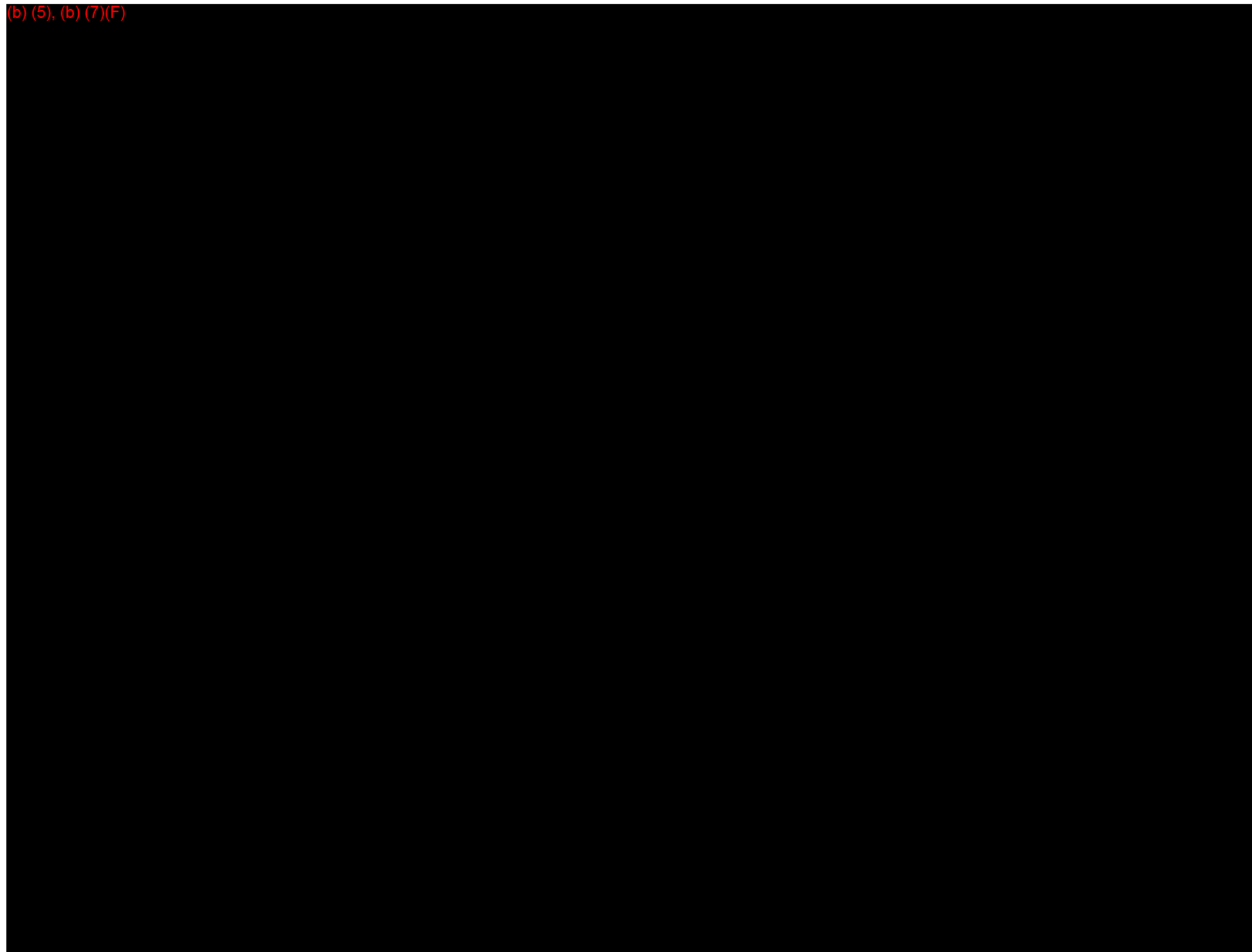
(b) (6)
Lessor

12. Removal of Government Furniture, Fixtures, and Equipment: Except as noted below, and as a condition of vacating the Leased Premises or any portion thereof, the Government shall be solely responsible for the following cost and expenses:
- a) Furniture, Fixtures & Equipment: The Government shall be responsible for the removal of all Government furniture, fixtures, and equipment with the exception of supplemental HVAC units if the Government elect to abandon them in place. The Government shall not be responsible for the cost to restore the Leased Premises and shall not be responsible for the cost to remove IT cabling within the Leased Premises. The Leased Premises shall be vacated by the Government and returned to the Lessor in broom clean condition.
 - b) Non-Standard Building Locks: All codes and keys for non-standard building locks shall be provided to the Lessor.
13. Attachments: This LA contains the following Exhibits:
- a) Exhibit #1, floor plan of the Leased Premises, 3 pages
 - b) Exhibit #2, Scope of Work, 2 pages
 - c) Exhibit #3, 3rd Floor Alteration Plan, 1 page

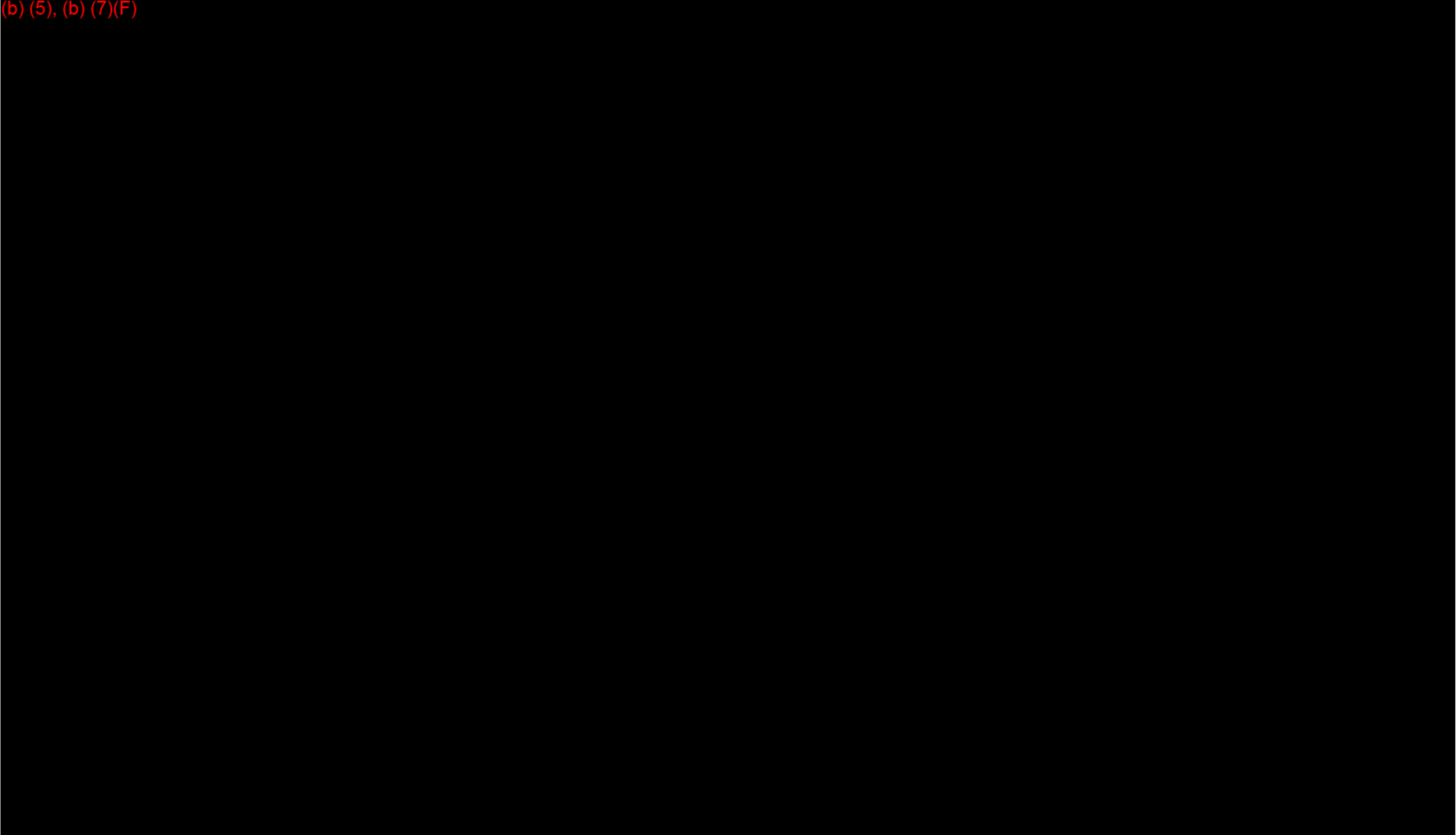
This document will not constitute a payment until the date of execution by the Government. As a result, no payments whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIA

(b) (6)



(b) (5), (b) (7)(F)



(b) (6)



Exhibit #2 to LA #21

Scope of Work

Lease Number GS-11B-01970

(b) (5)



(b) (6)



(b) (5)



(b) (6)



esso _____ Gov't _____

SPACE PLAN

Scale		Sheet
$1/8" = 1'-0"$		A-101
Date	IDI PROJ #:	Floor
3/25/20	162.36-02	3